



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

Equitable Mortgage—Delivery of Title Deed.—*Martin v. Bowen et al.*, 26 At. Rep. 823 (N. J.). The complainant endorsed a promissory note for the accommodation of C and D, who at the same time lodged with him their title deed to a lot of land, with a written memorandum signed by them to the effect that he should hold the deed as a security for his endorsement. Afterward C and D failed and made a general assignment for the benefit of their creditors to the defendant, and the plaintiff was obliged to pay the note. The court held that the plaintiff had an equitable charge on the land for the amount paid, enforceable against the defendant. And that the holder of an unredeemed equitable charge upon land given for a full consideration moving at the date of its creation is entitled to priority over a subsequent legal mortgage given to secure a prior indebtedness.

Federal Taxation—Constitutional Law—Liens.—*United States v. Snyder et al.*, 13 Sup. Ct. Rep. 846. A State law requiring that all liens on real property must be recorded does not apply to tax liens in favor of the United States. Such liens may be enforced against the land even in the hands of a purchaser for value without notice.

Insurance—Voiding Clauses—Waiver.—*Manufacturers' and Merchants' Mutual Insurance Co. v. Armstrong et al.*, 34 N. E. Rep. 553 (Ill.). A clause in a fire insurance policy providing that it should be null and void if certain improvements were not made within a specified time, can be orally waived by agents who have authority to issue the policy without such condition, in spite of a provision that no waiver should be binding unless written upon the policy. The company recognized the policy as still valid by offering additional insurance to the insured, after notice that the improvements were not completed within the given time, and so is estopped from setting up the breach of condition as a defense. A provision that a policy shall become void in a certain event is made for the benefit of the insurer, and he waives the forfeiture by acts or declarations from which the insured might infer that he was still protected.

Jurisdiction of Federal Courts—College Grants.—*Brown University v. Rhode Island College of Agriculture and Mechanic Arts et al.*, 56 Fed. Rep. 55. This was a suit brought by one college to restrain the State Treasurer from paying to another college the fund appropriated, by the act of Congress in 1890, to each State in aid of

agricultural colleges. This act provides that the fund shall actually be paid to the State Treasurer and by him paid to the institution entitled to receive the same. The court held this to be a grant to the State, and that this being, therefore, a suit brought by a citizen against a State, the United States Court had no jurisdiction.

Libel—Mistake in Name.—*Hanson v. Globe Newspaper Co.*, 34 N. E. Rep. 462 (Mass.). A newspaper account of police court proceedings described a prisoner as H. P. H., a real estate and insurance broker of —; while in fact the prisoner was A. P. H. H., also a real estate and insurance broker of —. Suit by H. P. H. for libel. Held, three justices dissenting that it is necessary to allege and prove, in suits for libel, that the words were written "of and concerning the plaintiff," and in this case there was no intention to refer to him, the words did not concern him, and he could not recover.

Local Improvements—Assessments—Front Foot Rule.—*Haviland et al. v. City of Columbus et al.*, 34 N. E. Rep. 679 (Ohio). The plaintiffs in this suit owned a lot fronting on a street and extending lengthwise on an avenue which was improved as directed by a city ordinance. The city council assessed the cost by the front foot of all the property on the avenue. Held, that although a lot may be so used as to front lengthwise, yet where it lies lengthwise on a street, its real frontage must be taken as the basis of an assessment for improvements made on the street.

Married Women—Separate Earnings.—*In re Lewis' Estate*, 27 Atl. Rep. 35 (Penn.). A married woman, in whose family a man boarded under a contract with her husband, nursed and cared for him for a period of three years without any express contract. After his death she claimed compensation from his estate. The Pennsylvania statute provides that a married woman's earnings shall belong to her and not to her husband. Held, by a divided court, that her services were not included in the contract with her husband; that she could sue therefore in her own name without joining her husband, and recover a reasonable compensation.

Patents for Inventions—Expiration of Patent.—*Bragg Manuf'g Co. v. City of Hartford*, 56 Fed. Rep. 292. In this case the complainant endeavored to bring suit for the infringement of his patent four days before the expiration thereof, and the rule laid down in